

1 Gregg S. Kleiner, State Bar No. 141311
2 RINCON LAW LLP
3 268 Bush Street, Suite 3335
4 San Francisco, California 94104
Telephone No.: 415-672-5991
Facsimile No.: 415-680-1712
Email: gkleiner@rinconlawllp.com

5 Counsel for KARI BOWYER,
6 Trustee in Bankruptcy

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

1 | In re

Case No. 17-50794 MEH
Chapter 7
Hon. M. Elaine Hammond

SERGIO ROLDAN
aka SERGIO RAFAEL ROLDAN
AND
ADRIANA M BUENAVENTURA
aka ADRIANA MARIA LONDONO.

Debtors.

I, Mark von Kaenel, declare as follows:

19 1. I am a licensed broker in the State of California, Managing Broker of TCGLG dba
20 Keller Williams Bay Area Estates ("Proposed Broker"). My business address is 16185 Los Gatos
21 Blvd., Los Gatos, CA 95032.

22 2. TCGLG dba Keller Williams Bay Area Estates is proposed by Kari Bowyer,
23 Trustee in Bankruptcy of the estate of the above-named Debtors, as the listing broker in
24 connection with the marketing and sale of certain real property commonly known as 1050 Ortega
25 Circle, Gilroy, California (the “Property”).

26 3. To the best of my knowledge, neither I nor Proposed Broker have any connections
27 with the Debtors, creditors, or any other party in interest or their respective attorneys and
28 accountants, the United States Trustee, or any person employed in the office of the United States

1 Trustee. Accordingly, to the best of my knowledge, we are disinterested persons in these
2 proceedings, and represent no interest adverse to the estate.

3 4. Proposed Broker and I each waive any and all pre-petition claims that we may have
4 against the estate.

5 5. Under the terms of the proposed listing agreement, a five percent (5%) commission
6 shall be paid upon closing of a court-approved sale of the Property, which commission may be
7 split between Proposed Broker and another broker in accordance with local common practice. I
8 understand that any compensation or commission paid is subject to approval by the Bankruptcy
9 Court.

10 6. Neither I nor Proposed Broker intend to share any compensation received in these
11 proceedings with any person or entity, with the possible exception of splitting any commission due
12 upon sale of the Property with other brokers as is customary in the county where the Property is
13 being sold or according to such other agreement between the brokers, subject to disclosure to the
14 Trustee, creditors, and approval of this Court. No promise has been made to me to pay me or
15 Proposed Broker any sum for compensation for my services in this matter, except as approved by
16 this Court upon application.

17 7. Notwithstanding anything in the listing agreement to the contrary, under no
18 circumstances shall Proposed Broker or any of its agents represent the buyer of the Property. There
19 shall be no dual agency.

20 I declare under penalty of perjury that the foregoing is true and correct, except as to those
21 matters stated on information and belief, and as to those matters I am informed and believe them
22 to be true, and that this Declaration was executed at Los Gatos, California on June 21st, 2018.

23

24

25

26

27

28

DocuSigned by:

MARK VOM KANEL
V450068624E121